

**REMARKS**

In the Final Office Action<sup>1</sup>, the Examiner rejected claims 1-26 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 7,010,801 to Jerding et al. ("*Jerding*").

Applicant respectfully traverses the rejection of claims 1-26 under 35 U.S.C. § 102(e) as anticipated by *Jerding*. In order to properly establish that *Jerding* anticipates Applicant's claimed invention under 35 U.S.C. § 102, each and every element of each of the claims in issue must be found, either expressly described or under principles of inherency, in that single reference. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." See M.P.E.P. § 2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

Claim 1 recites a content recording/reproducing apparatus including, for example:

content recording means for recording content received from the outside;

determination means for determining a viewable period of the recorded content;

presentation means for presenting information associated with said viewable period of said recorded content;

content reproduction means for reproducing said recorded content;  
and

reproduction control means for controlling a reproducing operation of said content reproduction means in accordance with said viewable period of said recorded content.

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<sup>1</sup> The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

(emphasis added). *Jerding* does not disclose each and every element of Applicant's claimed invention.

*Jerding* discloses a "method for an interactive media services system to provide media to a user through an interactive media services client device" (col. 2, lines 26-28). A MOD (media-on-demand) current rental screen 270 informs a user that a MOD title has been previously rented and that its rental duration has not expired (col. 25, lines 16-20). "The lower portion of the display 271 displays the MOD title currently rented, the length of the MOD title, and the rental time remaining" (col. 25, lines 20-22).

In *Jerding*, the user may rent and view a MOD title for a predetermined duration of time. The user may fast-forward, rewind, play, pause, and stop the video. There is no teaching, in *Jerding*, that the user may record the video. The Examiner cites col. 4, lines 1-18 to teach a content recording means (Office Action at page 4). Applicant respectfully disagrees. This passage discloses components for a cable television system 10. Subscriber equipment may include cable-ready television sets, video recorders, or computers (col. 4, lines 16-17). This is a generic list of equipment that a user may operate. The video recorder, however, does not record the MOD title.

The Examiner states that "[i]n order to receive MOD (media-on-demand) service, the program should be recorded somewhere" (Office Action at page 2). The MOD title may be stored at a server, but the title is not recorded at the user end. The title is only rented and viewed, not recorded. The user may only view a video during a rental period (col. 18, line 58 - col. 19, line 23). Once the user selects the title to view, the information is transmitted across the network and presented to the user for viewing only during a rental period. No recording occurs.

In the Amendment dated July 25, 2006, Applicant asserted that there is no teaching that the video recorder is used in conjunction with the rental of a MOD title or that the video recorder records a MOD title. In response, the Examiner stated that the “specification is not the measure of the invention. Therefore limitations contained therein can not be read into the claims for the purpose of avoiding the prior art” (Office Action at page 3). Applicant has not read limitations from the specification into the claims. Applicant’s statement was directed to a missing element in the prior art. The Examiner’s inappropriate statement and citation of *In re Sporck* does not address Applicant’s previous argument.

*Jerding* does not teach any content recording/reproducing apparatus having all the recited elements, including, among other things, a contenting recording means. Therefore, *Jerding* does not teach a content recording/reproducing apparatus including a “content recording means for recording content received from the outside,” as recited in claim 1.

Even assuming, absent any teaching in *Jerding*, that the video recorder records a MOD title, there is no teaching that the video recorder records the title and the recorded content is reproduced only within a viewable period. *Jerding* only discloses viewing a title within a rental duration. The Examiner states, “[w]hen viewer is turning off or on the TV monitor, between on & off time is viewable period” (Office Action at page 2).

In *Jerding*, the rental period may be “the MOD title length,” “some integer multiplier of the MOD title length,” “2 times the MOD title length,” or “a specific period of time” (col. 19, lines 1-12). The rental period is independent from whether the TV is on or off. The rental session continues regardless of whether the user views the title (col.

24, lines 53-65). Therefore, the status of the TV monitor is not a basis for determining the rental period. No recording occurs and the viewable period does not depend on the status of the TV monitor.

Therefore, *Jerding* does not teach a content recording/reproducing apparatus including a “content reproduction means for reproducing said recorded content” and a “reproduction control means for controlling a reproducing operation of said content reproduction means in accordance with said viewable period of said recorded content,” as further recited in claim 1.

*Jerding* fails to teach the claimed subject matter, including at least these elements. Accordingly, *Jerding* cannot anticipate claim 1. Thus, claim 1 is allowable for at least these reasons. Claims 2-12 are also allowable at least due to their depending from claim 1.

Independent claims 13, 25, and 26, while of different scope, recite limitations similar to those of claim 1 and are thus allowable over *Jerding* for at least the same reasons discussed above in regard to claim 1. Claims 14-24 are also allowable at least due to their dependence from claim 13.

In view of the foregoing remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

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Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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